



Purchase Order

Purchase Order Date	PO/Reference No.	Revision No.
Nov 14, 2013	BB00279617	0

Order acceptance instructions:

Attention: Vendor please confirm receipt of this order, pricing, and availability of all ordered products with the UCB Primary Contact below.

Supplier	Contact Information	Ship To Information						
Supplier Name PredPol Inc Address 101 Cooper Street Santa Cruz, CA 95060 US Phone +1 (831) 331-4550 Contract and Ref. No. Contract Dept Ref No. <i>no value</i> <i>no value</i>	Primary Contact Contact Carmen L. Williams Email clwilliams@berkeley.edu Phone +1 (510) 642-4303 Secondary Contact <table> <tr> <th>Buyer Name</th><th>Buyer Email</th><th>Buyer Phone</th></tr> <tr> <td>Uy, Jennifer</td><td>jenuy@berkeley.edu</td><td>510/643-1079</td></tr> </table>	Buyer Name	Buyer Email	Buyer Phone	Uy, Jennifer	jenuy@berkeley.edu	510/643-1079	Ship To Address UC Berkeley Attn: Carmen Williams Sproul Hall RM 1 Berkeley, CA 94720 United States Final <i>no value</i> Destination Delivery Date and Shipping Method Requested Delivery Expedite No Ship Via Best Carrier-Best Way F.O.B. Destination
Buyer Name	Buyer Email	Buyer Phone						
Uy, Jennifer	jenuy@berkeley.edu	510/643-1079						

Bill To Information

Payment Terms

Charge to PO Listed Above

Payment Terms

0.00 USD 0, Net 30

Bill To Address

UC Berkeley

For Inquiries: disburse@berkeley.edu

(510) 643-2199

2195 Hearst Avenue

Warren Hall

Ste 159

Berkeley, CA 94720-1101

United States

Line No.	Product Description	Catalog No.	Size / Packaging	Unit Price	Quantity	Ext. Price
1 of 1	Service Order Request	SERVICE/AMOUNT-ONLY		6,000.00 USD	1 EA	6,000.00 USD
ADDITIONAL INFO Service Description Software Services for Predictive Policing Crime Analysis for Captain Yao Price 6,000.00 Campus Carmen Williams Department Contact Name		Contact Email clwilliams@berkeley.edu Service Start Date 10/25/2013 Service End Date 12/20/2013				

Taxable	No	
Quote number		
Shipping, Handling and Tax charges are calculated and charged by each supplier.		Total 6,000.00 USD

Note and Attachments

Note to Supplier	Attachments for supplier [Privacy Warning]
Please send signed agreement and acknowledgement to Jen Uy at jenuy@berkeley.edu or fax (510) 643-9626	Predpol_Agreement.pd... (1,074k)
<p>The Supplier must, at its own expense, obtain and keep in force during the entire term of this contract insurance in accordance with the attached University of California Terms and Conditions of Purchase, Appendix A (Rev. 8/99). Certificate of Insurance evidencing said insurance must be on file in the Procurement Unit before commencing work. The insurance policy covered by the certificate of insurance cannot be cancelled or reduced without thirty (30) days prior written notice to the University. All certificates of insurance must name The Regents of the University of California as additional insured. Supplier shall deliver the certificate of insurance within ten (10) to Procurement Services, 1995 University Avenue Suite 114, Berkeley, CA 94704.</p>	

Terms and Conditions

The terms and conditions of this order are set forth in the University's Appendix A. In the event this purchase order involves federal funds, the terms and conditions set forth in the University's Supplement 5 also apply. All of the aforementioned terms and conditions can be found at <http://procurement.berkeley.edu/buying/policies>. Shipment of goods or start of performance under this purchase order will be deemed acceptance of the terms and conditions. Any terms and conditions contained in a referenced quote or other writing shall have no force and effect. Any changes or additions to the University's Purchase Order and terms and conditions are invalid, unless approved in writing by a UCB Procurement Officer. UC Berkeley is NOT exempt from Sales Tax. If this purchase is made with federal funds and the government retains an ownership right, then UC Berkeley is tax exempt. If you have any questions, contact the Purchasing department.

Header	15	Appendix A	The terms and conditions of this order are set forth in the University's Appendix A. The aforementioned terms and conditions can be found at http://businessservices.berkeley.edu/node/279 . Shipment of goods or start of performance under this purchase order will be deemed acceptance of the terms and conditions. Any terms and conditions contained in a referenced quote or other writing shall have no force and effect. Any changes or additions to the Purchase Order and its terms and conditions are invalid, unless approved in writing by the University's buyer.
	7	Order Acknowledgement	Please acknowledge your acceptance of this Order and its attachment(s) by having this acknowledgement signed by an official of your company and returned to the buyer listed on the order. Name: _____ Title: _____ Date: _____

Supplier Terms and Conditions



THE PREDICTIVE POLICING COMPANY."

**SOFTWARE SERVICES AGREEMENT FOR
PREDICTIVE POLICING CRIME ANALYSIS SOFTWARE
for the
UNIVERSITY of CALIFORNIA POLICE DEPARTMENT**

This PredPol Subscription Agreement (the "Agreement") is entered into by and between PredPol Inc., a California corporation, with offices at 331 Soquel Avenue, Suite 100, Santa Cruz, CA 95062 ("PredPol") and the entity agreeing to these terms, the University of California Police Department ("Customer" or "UCPD"). This Agreement is effective as of the date the Agreement is countersigned (the "Effective Date"). This Agreement governs Customer's access to and use of the Services.

1. Product and Pricing

1.1 Product. In consideration of the pricing and other obligations described herein, Customer shall receive PredPol Services, described in Exhibit A, that are focused on prediction of property, assault, robbery, and such other crimes as Customer and PredPol agree upon.

1.2 Pricing. Pricing for each year shall be \$6,000 USD per year. The one-time setup fee of \$1,750 is waived as consideration for the items in Section 3.2. Term of the subscription will be three years with a no-penalty cancellation option after one year.

1.3 Discounts. Discounts are available for joint deployments by adjacent jurisdictions. If the City of Berkeley agrees to deploy before March 31, 2014, UCPD's subscription price will be \$5,000 per year. If El Cerrito or Albany agree to deploy before February 28, 2014, UCPD will receive an additional \$500 discount off its annual fee for each jurisdiction.

1.4 Commencement of Services. Services will commence subsequent to receipt of the year one payment and Customer taking the necessary steps to enable PredPol to setup the Services.

1.5 Warranty. PredPol provides high-precision, micro-place predictions for where and when crime is most likely to occur. PredPol warrants and represents that its predictive tool integrates seamlessly with UCPD's RMS/CAD systems to provide real-time predictions to UCPD's police command and line level officers. Such predictive information shall be accessible by printing results on paper and on any device, whether desktop, laptop, tablet, smartphone, or in-ear display that has a standard connected web browser. PredPol's API allows it to integrate with UCPD's RMS/CAD system, as well as any existing UCPD application(s), such as data warehouse browser or analytic dashboard.

PredPol warrants all work performed or services rendered under the Agreement to be of good quality and free from any defective or faulty material and workmanship, as the case may be.

1.6 Invoices. Each year PredPol shall furnish to UCPD an original invoice for all work to be performed in a coming contract year. The first invoice shall be issuable upon full execution of this Agreement. UCPD will use its best efforts to cause PredPol to be paid within forty-five (45) days of receipt of PredPol's correct and undisputed invoice.

2. Term

2.1 Agreement Term.

This Agreement will remain in effect for the Term set forth above under Pricing.

2.2 Services Term and Purchases During Services Term.

PredPol will provide the Services to the UCPD Police Department during the Services Term. Unless the parties agree otherwise in writing, new products or services purchased during any Services Term will have a prorated term ending on the last day of that Services Term.

2.3 Revising Rates.

PredPol may revise its rates for the subsequent Services Term by providing Customer written notice (which may be by email) at least thirty days prior to the start of the subsequent Services Term.

3. Additional Customer Obligations.

Customer agrees that Customer will provide the information and take the steps requested by PredPol in order to facilitate setup and implementation of the Services.

3.1 PredPol's License to Use Customer's Data.

Customer confirms that Customer hereby provides PredPol with an irrevocable, non-exclusive license to use its data for purposes of research, development and testing of PredPol's Services. Customer also provides authority to PredPol to utilize its data for delivering services to Customer and other domestic, U.S.-based law enforcement agencies. Such services may include regional reporting, cross-jurisdiction predictions, among other services.

3.2 Additional Obligations.

UCPD additionally agrees to:

- a. Deploy and utilize the PredPol tool and the intelligence it generates;

- b. Generally support the deployment of the PredPol tool and any new features/tools, including providing user feedback, as requested by PredPol;
- c. Provide access to relevant databases and shared databases to which the University has access, pursuant to all applicable laws and access agreements;
- d. Contribute to requested case studies on predictive policing;
- e. Respond to inquiries and host visitors from other agencies;
- f. Engage in limited and reasonable requests for publicity, including but not limited to press availability, training materials, marketing, and research. UCPD also agrees to publicly announce its intention to deploy PredPol before or within 30 days after the deployment begins.

4. Services.

4.1 License to Use.

Customer shall be licensed and authorized to use the Services as provided as a SaaS (software as a service). The scope of the license is non-transferable and non-exclusive and is authorized by PredPol for use by the Customer. The Customer shall have the right to use the Services for the Term of this Agreement and any extensions or renewals. The Services shall be provided in English.

4.2 Facilities and Data Transfer.

All facilities used to store and process Customer Data will adhere to reasonable security standards no less protective than the security standards at facilities where PredPol stores and processes its own information of a similar type and in compliant with all applicable state and federal laws. PredPol has implemented at least industry standard systems and procedures to ensure the security and confidentiality of Customer Data, protect against anticipated threats or hazards to the security or integrity of Customer Data and protect against unauthorized access to or use of Customer Data.

4.3 Modifications To the Services.

PredPol may make commercially reasonable changes to the Services from time to time. If PredPol makes a material change to the Services PredPol will inform Customer.

4.4 Retention.

PredPol will have no obligation to retain any archived Customer Data. Customer Data is read from Customer, but PredPol does not provide or function as an archive service for the data.

5. Customer Obligations.

5.1 Compliance.

Customer will use the Services in accordance with this Agreement and all applicable laws. PredPol may make new applications features or functionality for the Services available from time to time the use of which may be contingent upon Customer's agreement to additional terms.

5.2 Login IDs and Passwords.

Customer is solely responsible for monitoring and protecting the confidentiality of all Login IDs and Passwords issued to it and its End Users.

5.3 Customer Administration of the Services.

Customer may specify one or more Administrators who will have the rights to administer the End User Accounts. Customer is responsible for: (a) maintaining the confidentiality of the password and Admin Account(s); (b) designating those individuals who are authorized to access the Admin Account(s); and (c) ensuring that all activities that occur in connection with the Admin Account(s) comply with the Agreement. Customer agrees that PredPol's responsibilities do not extend to the internal management or administration of the Services for Customer and that PredPol is merely a data-processor.

5.4 Unauthorized Use.

Customer will use commercially reasonable efforts to prevent unauthorized use of the Services and to terminate any unauthorized use. Customer will promptly notify PredPol of any unauthorized use of or access to the Services of which it becomes aware.

5.5 Restrictions on Use.

Unless PredPol specifically agrees in writing, Customer will not, and will use commercially reasonable efforts to make sure a third party does not: (a) sell, resell, lease or the functional equivalent, the Services to a third party (unless expressly authorized in this Agreement); (b) attempt to reverse engineer the Services or any component; (c) attempt to create a substitute or similar service through use of, or access to, the Services; (d) use the Services for High Risk Activities; or (e) use the Services to store or transfer any Customer Data that is controlled for export under Export Control Laws or other applicable law. Customer is solely responsible for ensuring that its use of the Services complies with all applicable laws and regulations.

5.6 Third Party Requests.

Customer is responsible for responding to Third Party Requests. PredPol will, to the extent allowed by law and by the terms of the Third Party Request: (a) promptly notify Customer of its receipt of a Third Party Request; (b) comply with Customer's reasonable requests regarding its efforts to oppose a Third Party Request; and (c) provide Customer with the information or tools required for Customer to respond to the Third Party Request. Customer will first seek to obtain the information required to respond to the Third Party Request on its own and will contact PredPol only if it cannot reasonably obtain such information.

6. Payment.

6.1 Payment.

All payments due are in U.S. dollars unless otherwise indicated on the Order Page or invoice. Fees for orders where PredPol issues an invoice are due upon Customer's receipt of the invoice and are considered delinquent forty-five days after the date of the applicable invoice.

6.2 Taxes.

Customer is responsible for any Taxes and Customer will pay PredPol for the Services without any reduction for Taxes. If PredPol is obligated to collect or pay Taxes, the Taxes will be invoiced to Customer unless Customer provides PredPol with a valid tax exemption certificate authorized by the appropriate taxing authority. If Customer is required by law to withhold any Taxes from its payments to PredPol, Customer must provide PredPol with an official tax receipt or other appropriate documentation to support such payments.

7. Technical Support Services.

7.1 By Customer.

Customer will, at its own expense, respond to questions and complaints from End Users or third parties relating to Customer's or End Users' use of the Services. This use includes, but is not limited to, providing forgotten passwords and re-establishing network connectivity on Customer's or End Users' own devices. Customer will use commercially reasonable efforts to resolve support issues before escalating them to PredPol.

7.2 By PredPol.

PredPol will make all reasonable efforts in training Customer's command and management team to anticipate routine technical issues and provide solutions that Customer can reasonably implement. If Customer cannot resolve a support issue consistent with the above, then Customer may escalate the issue to PredPol. PredPol will provide the support necessary to resolve Customer's issue, to the extent reasonably practicable in PredPol's discretion.

8. Suspension.

8.1 Of End User Accounts by PredPol.

If PredPol becomes aware of an End User's violation of the Agreement, then PredPol may specifically request that Customer Suspend the applicable End User Account. If Customer fails to comply with PredPol's request to Suspend an End User Account, then PredPol may do so. The duration of any Suspension by PredPol will be until the applicable End User has cured the breach which caused the Suspension.

8.2 5.2 Emergency Security Issues.

Notwithstanding the foregoing, if there is an Emergency Security Issue, then PredPol may automatically Suspend the offending use. Suspension will be to the minimum extent and of the minimum duration required to prevent or terminate the Emergency Security Issue. If PredPol Suspends an End User Account for any reason without prior notice to Customer, at Customer request, PredPol will provide Customer the reason for the Suspension as soon as is reasonably possible.

9. Confidential Information.

9.1 Obligations.

Each party will: (a) protect the other party's Confidential Information with the same standard of care it uses to protect its own Confidential Information; and (b) not disclose the Confidential Information except to Affiliates, employees and agents who need to know it and who have agreed in writing to keep it confidential. Each party (and any Affiliates' employees and agents to whom it has disclosed Confidential Information) may use Confidential Information only to exercise rights and fulfill its obligations under this Agreement, while using reasonable care to protect it. Each party is responsible for any actions of its Affiliates' employees and agents in violation of this Section.

9.2 Exceptions.

Confidential Information does not include information that: (a) the recipient of the Confidential Information already knew; (b) becomes public through no fault of the recipient; (c) was independently developed by the recipient; or (d) was rightfully given to the recipient by another party.

9.3 Required Disclosure.

Each party may disclose the other party's Confidential Information when required by law but only after it, if legally permissible: (a) uses commercially reasonable efforts to notify the other party; and (b) gives the other party the chance to challenge the disclosure.

10. Intellectual Property Rights; Brand Features.

10.1 Intellectual Property Rights.

Except as expressly set forth herein, this Agreement does not grant either party any rights, implied or otherwise, to the other's content or any of the other's intellectual property. As between the parties, Customer owns all Intellectual Property Rights in Customer Data and PredPol owns all Intellectual Property Rights in the Services. Customer grants to PredPol a non-exclusive license to use Customer's Data for PredPol's legitimate business purposes, including providing products and services to law enforcement agencies.

11. Publicity.

Customer agrees that PredPol may include Customer's name in a list of PredPol customers, online or in promotional materials. Customer also agrees that PredPol may verbally

reference Customer as a customer of the PredPol products or services that are the subject of this Agreement. When discussing the use or deployment of the PredPol tool, Customer agrees to refer reference the PredPol brand name, wherever possible.

12. Representations, Warranties and Disclaimers.

12.1 Representations and Warranties.

Each party represents that it has full power and authority to enter into the Agreement. Each party warrants that it will comply with all laws and regulations applicable to its provision, or use of the Services, as applicable (including applicable security breach notification law). PredPol warrants that it will provide the Services as provided herein.

12.2 Disclaimers.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, NEITHER PARTY MAKES ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NONINFRINGEMENT. PREDPOL MAKES NO REPRESENTATIONS ABOUT ANY CONTENT OR INFORMATION MADE ACCESSIBLE BY OR THROUGH THE SERVICES. CUSTOMER AND CUSTOMER ACKNOWLEDGES THAT THE SERVICES ARE NOT A TELEPHONY SERVICE AND THAT THE SERVICES ARE NOT CAPABLE OF PLACING OR RECEIVING ANY CALLS INCLUDING EMERGENCY SERVICES CALLS OVER PUBLICLY SWITCHED TELEPHONE NETWORKS.

13. Termination.

13.1 Termination for Breach.

Either party may suspend performance or terminate this Agreement if: (i) the other party is in material breach of the Agreement and fails to cure that breach within thirty days after receipt of written notice; (ii) the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety days; or (iii) the other party is in material breach of this Agreement more than two times notwithstanding any cure of such breaches.

13.2 Effects of Termination.

If this Agreement terminates, then: (i) the rights granted by one party to the other will cease immediately (except as set forth in this Section); and (ii) upon request each party will promptly use commercially reasonable efforts to return or destroy all other Confidential Information of the other party.

14. Indemnification.

14.1 By Customer.

Customer will indemnify, defend, and hold harmless PredPol from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim: (i) regarding Customer Data; or (ii) regarding Customer's use of the Services in violation of this Agreement or applicable law.

14.2 By PredPol.

PredPol will indemnify, defend, and hold harmless Customer from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim that PredPol's technology used to provide the Services or any PredPol Brand Feature infringe or misappropriate any patent, copyright, trade secret or trademark of such third party. Notwithstanding the foregoing, in no event shall PredPol have any obligations or liability under this Section arising from: (i) use of any Services or PredPol Brand Features in a modified form or in combination with materials not furnished by PredPol, and (ii) any content, information or data provided by Customer, End Users or other third parties.

14.3 Possible Infringement.

Repair, Replace, or Modify.

If PredPol reasonably believes the Services infringe a third party's Intellectual Property Rights, then PredPol will: (a) obtain the right for Customer, at PredPol's expense, to continue using the Services; (b) provide a non-infringing functionally equivalent replacement; or (c) modify the Services so that they no longer infringe.

Suspension or Termination.

If PredPol does not believe the foregoing options are commercially reasonable, then PredPol may suspend or terminate Customer's use of the impacted Services. If PredPol terminates the impacted Services, then PredPol will provide a pro-rata refund of the unearned Fees actually paid by Customer applicable to the period following termination of such Services.

14.4 General.

The party seeking indemnification will promptly notify the other party of the claim and cooperate with the other party in defending the claim. The indemnifying party has full control and authority over the defense, except that: (a) any settlement requiring the party seeking indemnification to admit liability or to pay any money will require that party's prior written consent, such consent not to be unreasonably withheld or delayed; and (b) the other party may join in the defense with its own counsel at its own expense. THE INDEMNITIES ABOVE ARE A PARTY'S ONLY REMEDY UNDER THIS AGREEMENT FOR VIOLATION BY THE OTHER PARTY OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

15. Limitation of Liability.

15.1 Limitation on Indirect Liability.

NEITHER PARTY WILL BE LIABLE UNDER THIS AGREEMENT FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY.

15.2 Limitation on Amount of Liability.

NEITHER PARTY MAY BE HELD LIABLE UNDER THIS AGREEMENT FOR MORE THAN THE AMOUNT PAID BY CUSTOMER TO PREDPOL HEREUNDER DURING THE TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY.

15.3 Exceptions to Limitations.

These limitations of liability apply to the fullest extent permitted by applicable law but do not apply to breaches of confidentiality obligations, violations of a party's Intellectual Property Rights by the other party, or indemnification obligations.

16. Miscellaneous.

16.1 Notices.

Unless specified otherwise herein, (a) all notices must be in writing and addressed to the attention of the other party's legal department and primary point of contact and (b) notice will be deemed given: (i) when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by mail without verification of receipt; or (ii) when verified by automated receipt or electronic logs if sent by facsimile or email.

16.2 Assignment.

Neither party may assign or transfer any part of this Agreement without the written consent of the other party, except to an Affiliate, but only if: (a) the assignee agrees in writing to be bound by the terms of this Agreement; and (b) the assigning party remains liable for obligations incurred under the Agreement prior to the assignment. Any other attempt to transfer or assign is void.

16.3 Change of Control.

Upon a change of control (for example, through a stock purchase or sale, merger, or other form of corporate transaction): (a) the party experiencing the change of control will provide written notice to the other party within thirty days after the change of control; and (b) the other party may immediately terminate this Agreement any time between the change of control and thirty days after it receives the written notice in subsection (a).

16.4 Force Majeure.

Neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance) that was beyond the party's reasonable control.

16.5 No Waiver.

Failure to enforce any provision of this Agreement will not constitute a waiver.

16.6 Severability.

If any provision of this Agreement is found unenforceable, the balance of the Agreement will remain in full force and effect.

16.7 No Agency.

The parties are independent contractors, and this Agreement does not create an agency, partnership or joint venture.

16.8 No Third-Party Beneficiaries.

There are no third-party beneficiaries to this Agreement.

16.9 Equitable Relief.

Nothing in this Agreement will limit either party's ability to seek equitable relief.

16.10 Governing Law.

This Agreement is governed by California law, excluding that state's choice of law rules. FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE COURTS IN ALAMEDA COUNTY, CALIFORNIA. The parties explicitly agree that no other laws, treaties or regulations shall control this Agreement.

16.11 Amendments.

Any amendment must be in writing and expressly state that it is amending this Agreement.

16.12 Survival.

The following sections will survive expiration or termination of this Agreement: Section 3, 6, 7.1, 10, 11.2, 12, 13, 14 and 15.

16.13 Entire Agreement.

This Agreement, and all documents referenced herein, is the parties' entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject.

16.14 Interpretation of Conflicting Terms.

If there is a conflict between the documents that make up this Agreement, the documents will control in the following order: the Subscription Terms set forth in any separate quote prepared by PredPol, then the Agreement, and the terms located at any URL. If Customer signs a physical agreement with PredPol to receive the Services, the physical agreement will override any online Agreement.

16.15 Counterparts.

The parties may enter into this Agreement in counterparts, including facsimile, PDF or other electronic copies, which taken together will constitute one instrument.

17. Definitions.

17.1 "Account Manager" means the PredPol business person working with Customer regarding Customer's purchase of the Services.

17.2 "Admin Account(s)" means the administrative account(s) provided to Customer by PredPol for the purpose of administering the Services. The use of the Admin Account(s) requires a password, which PredPol will provide to Customer.

17.3 "Administrators" mean the Customer-designated technical personnel who administer the Services to End Users on Customer's behalf.

17.4 "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with a party.

17.5 "Brand Features" means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured by such party from time to time.

17.6 "Confidential Information" means information disclosed by a party to the other party under this Agreement that is marked as confidential or would normally be considered confidential under the circumstances. Customer Data is Customer's Confidential Information.

17.7 "Customer Data" or "Customer Data" means data, including crime data, provided, generated, transmitted or displayed via the Services by **Customer** or End Users.

17.8 "Emergency Security Issue" means either: (a) Customer's use of the Services in violation of the Acceptable Use Policy, which could disrupt: (i) the Services; (ii) other customer's use of the Services; or (iii) the PredPol network or servers used to provide the Services; or (b) unauthorized third party access to the Services.

17.9 "End Users" means the individuals Customer permits to use the Services.

17.10 "End User Account" means a PredPol-hosted account established by Customer through the Services for an End User.

17.11 "Export Control Laws" means all applicable export and reexport control laws and regulations, including the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations ("ITAR") maintained by the Department of State.

17.12 "Fees" means the amounts invoiced to Customer by PredPol for the Services as described in a Subscription Terms or similar document.

17.13 "High Risk Activities" means uses such as the operation of nuclear facilities, air traffic control, or life support systems, where the use or failure of the Services could lead to death, personal injury, or environmental damage.

17.14 "Initial Services Term" means the term for the applicable Services beginning on the Service Commencement Date and continuing for 12 months (or, if different, the duration set forth on the Order Page).

17.15 "Intellectual Property Rights" means current and future worldwide rights under patent law, copyright law, trade secret law, trademark law, moral rights law, and other similar rights.

17.16 "Subscription Terms" means the order document reflecting the financial terms of the subscription, including: (i) the Services being ordered; (ii) Fees; and (iii) Initial Services Term.

17.17 "Service Commencement Date" is the date upon which PredPol makes the Services available to Customer, and will be within one week of PredPol's receipt of the completed Order Page, unless otherwise agreed by the parties.

17.18 "Service Pages" mean the web pages displaying the Services to End Users.

17.19 "Services" means the applicable PredPol product or service, as described in the attached Product Data Sheet.

17.20 "Services Term" means the applicable Initial Services Term and all renewal terms for the applicable Services.

17.21 "Suspend" means the immediate disabling of access to the Services, or components of the Services, as applicable, to prevent further use of the Services.

17.22 "Taxes" means any duties, customs fees, or taxes (other than PredPol's income tax) associated with the sale of the Services, including any related penalties or interest.

17.23 "Term" means the term of the Agreement, which will begin on the Effective Date and continue until the earlier of (i) the end of the last Services Term or (ii) the Agreement is terminated as set forth herein.

17.24 "Third Party Request" means a request from a third party for records relating to an End User's use of the Services. Third Party Requests can be a lawful search warrant, court order, subpoena, other valid legal order, or written consent from the End User permitting the disclosure.



THE PREDICTIVE POLICING COMPANY."

ATTACHMENT A

SERVICES

The Company: PredPol, the predictive policing company, provides high-precision, micro-place predictions for where and when crime is most likely to occur. This includes property crime, gun violence, gang activity, and traffic accidents. PredPol's cloud based software-as-a-service (SaaS) has been deployed for several dozen U.S. and international law enforcement agencies, but also accurately predicts a variety of other incidents, including IED and terrorist activity in an active theater.

Problem Addressed: Law enforcement agencies face tight budgets and hiring limits. Over the last decade, they have been asked to do more with less, forcing them to allocate resources more efficiently. PredPol's proven patent-pending prediction technology, developed with cops for cops, provides automated predictions by time of day that command staff, analysts, and line level officers can use to focus their patrols. PredPol's accuracy and crime reducing effects have both been proven in studies with LAPD and with the Kent (England) Police.

The Service: PredPol's product is its patent-pending law enforcement predictive software as a service that includes PredPol's cloud applications, PredPol's data pipe applications, and any other crime-related applications that may be provided by PredPol from time to time. Part of this technology is provided by PredPol under an exclusive license from Santa Clara University in Santa Clara, California, while other aspects of the technology were created by PredPol itself.

PredPol's predictive tool integrates seamlessly with agency RMS/CAD systems with automatic updates as an agency updates its records. It's accessible by printing results on paper and on any internet-connected device, whether desktop, laptop, tablet, smartphone, or in-car display. PredPol's API allows it to integrate with any RMS/CAD system, as well as any existing agency application, such as data warehouse browser, mapping technology, or analytic dashboard.

Scope of Work: PredPol shall provide services, resources, and tools to support a successful implementation of a proprietary, patent pending SaaS application that supports a police department's efforts to predict, deter, and reduce crime. The scope of work will include the following:

- Setup of and integration of the PredPol tool into UCPD's existing RMS/CAD/Data system. Timeline for setup dependent upon grant of access by UCPD to PredPol's technician for installation of the data pipeline.

- Installation of a data pipe from UCPD to the PredPol SaaS. Frequency of data update (daily, hourly, every few minutes) is dependent on the degree of access granted to PredPol to stream data from UCPD.
- Provide Command, Analysts and Supervisors with best practices guidance.
- Full UCPD access to the tool, including unlimited prediction views, refreshes, and report generation.
- Provide electronic transfer of 500 square foot predictive locations (latitude and longitude data) identified by PredPol.com to UCPD for electronic consumption by UCPD's computer systems. The details of the data exchange will be determined through conversations with UCPD's information technology staff and depend on UCPD's existing RMS/CAD/Data system and its existing mapping technology, if any.
- Access to 3, 7, 14 and 28 day historical crime mapping for crime types predicted by the tool.
- Provide phone and email support for technical and operational use.
- Inclusion of feature updates as added during the subscription.

PRELIMINARY PROJECT SCHEDULE	
Deliverable/Task	Target Date
Signed Agreement	on or before 10/25/2013
Kick-off meeting or conference call	on or before 11/06/13
System configuration & data conversion/upload complete	11/27/2013
Go-Live	12/20/2013

PAYMENT SCHEDULE		
Deliverable Name	Acceptance Date	Amt
Initial Setup and Configuration	[execution date of the Agreement]	\$ 1,750 WAIVED
Annual subscription before discounts:	[execution date of the Agreement]	\$ 6,000

ATTACHMENT B

UNIVERSITY OF CALIFORNIA Appendix - DS Additional Terms and Conditions – Data Security

ARTICLE 1 – ACKNOWLEDGMENT OF ACCESS TO INFORMATION CHARACTERIZED AS COVERED DATA

Contractor acknowledges that its contract/purchase order with The Regents of the University of California ("Agreement") may allow the Contractor access to confidential University information including, but not limited to, personal information, student records, health care information, or financial information notwithstanding the manner in which or from whom it is received by Contractor ("Covered Data") which is subject to state laws that restrict the use and disclosure of such information, including the California Information Practices Act (California Civil Code Section 1798 et seq.) and the California Constitution Article I, Section 1. Contractor further acknowledges the applicability to this Agreement of Federal privacy laws such as the Gramm-Leach-Bliley Act (Title 15, United States Code, Sections 6801(b) and 6805(b)(2)) applicable to financial transactions and the Family Educational Rights and Privacy Act (Title 20, United States Code, Section 1232g) applicable to student records and information from student records. Contractor shall maintain the privacy of, and shall not release, Covered Data without full compliance with all applicable state and federal laws, University policies, and the provisions of this Agreement. Contractor agrees that it will include all of the terms and conditions contained in this appendix in all subcontractor or agency contracts providing services under this Agreement.

ARTICLE 2 – APPLICABLE LAWS AND UNIVERSITY POLICIES

Contractor agrees to abide by the University's Electronic Communications Policy and Business and Finance Bulletin IS-3, Electronic Information Security, which can be viewed at (<http://www.ucop.edu/ucophome/policies/cc/>), and (<http://www.ucop.edu/ucophome/policies/bfb/bfbis.html>). Where a federal, state or local law, ordinance, rule or regulation is required to be made applicable to this Agreement, it shall be deemed to be incorporated herein without amendment to this Agreement.

ARTICLE 3 – PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF COVERED DATA AND INFORMATION

Contractor agrees to hold Covered Data received from or created on behalf of University in strictest confidence. Contractor shall not use or disclose Covered Data except as permitted or required by the Agreement or as otherwise authorized in writing by University. If required by a court of competent jurisdiction or an administrative body to disclose Covered Data, Contractor will notify University in writing prior to any such disclosure in order to give University an opportunity to oppose any such disclosure. Any work using, or transmission or storage of, Covered Data outside the United States is subject to prior written authorization by the University.

ARTICLE 4 – SAFEGUARD STANDARD

Contractor agrees that it will protect the Covered Data according to commercially acceptable standards and no less rigorously than it protects its own confidential information, but in no case less than reasonable care. Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures which may include but not be limited to encryption techniques, to preserve the confidentiality, integrity and availability of all such Covered Data.

ARTICLE 5 – RETURN OR DESTRUCTION OF COVERED DATA AND INFORMATION

Upon termination, cancellation, expiration or other conclusion of the Agreement, Contractor shall return the Covered Data to University unless University requests that such data be destroyed. This provision shall also apply to all Covered Data that is in the possession of subcontractors or agents of Contractor. Contractor shall complete such return or destruction not less than thirty (30) days after the conclusion of this Agreement. Within such thirty (30) day period, Contractor shall certify in writing to University that such return or destruction has been completed.

ARTICLE 6 – REPORTING OF UNAUTHORIZED DISCLOSURES OR MISUSE OF COVERED DATA AND INFORMATION

Contractor shall report, either orally or in writing, to University any use or disclosure of Covered Data not authorized by this Agreement or in writing by University, including any reasonable belief that an unauthorized individual has accessed Covered Data. Contractor shall make the report to University immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the University Covered Data used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by University.

ARTICLE 7 – EXAMINATION OF RECORDS

University and, if the applicable contract or grant so provides, the other contracting party or grantor (and if that be the United States, or an agency or instrumentality thereof, then the Controller General of the United States) shall have access to and the right to examine any pertinent books, documents, papers, and records of Contractor involving transactions and work related to this Agreement until the expiration of five years after final payment hereunder. Contractor shall retain project records for a period of five years from the date of final payment.

ARTICLE 8 – ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

Contractor shall make itself and any employees, subcontractors, or agents assisting Contractor in the performance of its obligations under the Agreement available to University at no cost to University to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings against University, its directors, officers, agents or employees based upon a claimed violation of laws relating to security and privacy and arising out of this Agreement.

ARTICLE 9 – NO THIRD-PARTY RIGHTS

Nothing in this Agreement is intended to make any person or entity who is not signatory to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

ARTICLE 10 – ATTORNEY'S FEES

In any action brought by a party to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, including the reasonable value of any services provided by in-house counsel. The reasonable value of services provided by in-house counsel shall be calculated by applying an hourly rate commensurate with prevailing market rates charged by attorneys in private practice for such services.

ARTICLE 11 – INDEMNITY

Contractor shall indemnify, defend and hold University harmless from all lawsuits, claims, liabilities, damages, settlements, or judgments, including University's costs and attorney fees, which arise as a result of Contractor's negligent acts or omissions or willful misconduct.

ARTICLE 12 – SURVIVAL

The terms and conditions set forth in this Appendix shall survive termination of the Agreement between the parties.

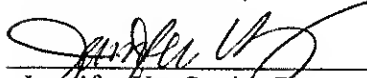
ARTICLE 13 – COST OF NOTIFICATION FOR DATA SECURITY BREACHES

In the event Contractor fails to adhere to any of the privacy, confidentiality, and/or data security provisions set forth herein or in the Business Associate Agreement and, as a result, personally identifiable information, protected health information, or other confidential information is obtained by unauthorized persons, Contractor agrees to pay, upon written demand by the University, all costs associated with any notification to affected individuals required by law or deemed appropriate by the University."

EXECUTED as a sealed instrument as of the day and year first set forth below by the last counter-signatory.

UNIVERSITY OF CALIFORNIA,
BERKELEY

PREDPOL, INC



Jennifer Uy, Senior Buyer

Caleb Baskin, CEO

11/18/2013

Date

Date

Taxable	No	
Quote number		
Shipping, Handling and Tax charges are calculated and charged by each supplier.		Total 6,000.00 USD

Note and Attachments

Note to Supplier

Attachments for supplier [Privacy Warning]

Please send signed agreement and acknowledgement to Jen Uy at jenuy@berkeley.edu or fax (510) 643-9626

PredpoI_Agreement.pd... (1,074k)

The Supplier must, at its own expense, obtain and keep in force during the entire term of this contract Insurance in accordance with the attached University of California Terms and Conditions of Purchase, Appendix A (Rev. 8/99). Certificate of Insurance evidencing said Insurance must be on file in the Procurement Unit before commencing work. The Insurance policy covered by the certificate of Insurance cannot be cancelled or reduced without thirty (30) days prior written notice to the University. All certificates of Insurance must name The Regents of the University of California as additional Insured. Supplier shall deliver the certificate of Insurance within ten (10) to Procurement Services, 1995 University Avenue Suite 114, Berkeley, CA 94704.

Terms and Conditions

The terms and conditions of this order are set forth in the University's Appendix A. In the event this purchase order involves federal funds, the terms and conditions set forth in the University's Supplement 5 also apply. All of the aforementioned terms and conditions can be found at <http://procurement.berkeley.edu/buying/policies>. Shipment of goods or start of performance under this purchase order will be deemed acceptance of the terms and conditions. Any terms and conditions contained in a referenced quote or other writing shall have no force and effect. Any changes or additions to the University's Purchase Order and terms and conditions are invalid, unless approved in writing by a UCB Procurement Officer. UC Berkeley is NOT exempt from Sales Tax. If this purchase is made with federal funds and the government retains an ownership right, then UC Berkeley is tax exempt. If you have any questions, contact the Purchasing department.

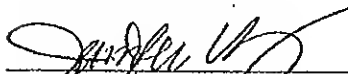
Header	15	Appendix A	The terms and conditions of this order are set forth in the University's Appendix A. The aforementioned terms and conditions can be found at http://businessservices.berkeley.edu/node/279 . Shipment of goods or start of performance under this purchase order will be deemed acceptance of the terms and conditions. Any terms and conditions contained in a referenced quote or other writing shall have no force and effect. Any changes or additions to the Purchase Order and its terms and conditions are invalid, unless approved in writing by the University's buyer.
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7	Order Acknowledgement	Please acknowledge your acceptance of this Order and its attachment(s) by having this acknowledgement signed by an official of your company and returned to the buyer listed on the order. Name: <u>Joyce Shimizu</u> Title: <u>Chief Operations Director</u> Date: <u>2/14/14</u>
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Supplier Terms and Conditions

EXECUTED as a sealed instrument as of the day and year first set forth below by the last counter-signatory.

UNIVERSITY OF CALIFORNIA,
BERKELEY

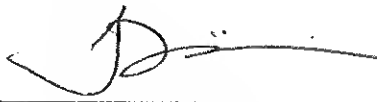


Jennifer Uy, Senior Buyer

11/14/2013

Date

PREDPOL, INC



Caleb Baskin, CEO

Joyce Shimizu
Chief Operations
Director

2/14/14

Date